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Co., 63 Tex. 586. "According to the better view, when proceedings are instituted to condemn real estate for public use, and an award of damages is made, the inchoate right of dower of the owner's wife will be protected, and her interest in the award will be preserved to her." 14 CYC. 927; *Matter of New York, etc., Bridge*, 75 Hun. (N. Y.) 558, 27 N. Y. Supp. 597; *Wheeler* v. *Kirtland*, 27 N. J. Eq. 534. Following the general rule that anyone who has an interest in mortgaged land that may be cut off by foreclosure may redeem "A widow or a married woman who has joined in release of dower may redeem, as she is entitled to dower as against every person except the mortgagee and those claiming under him." JONES, MORTGAGES, (7th Ed.), § 1067. In the case of *Brown* v. *Brown*, 94 S. C. 492, the commission of waste by a vendee of the husband the wife not joining in the conveyance, was enjoined at the suit of the wife to protect her inchoate dower. In *Rumsey S. Sullivan*, 150 N. Y. Supp. 287, the court refused to enjoin a vendee of the husband from drilling for oil on land in which the wife had not released her dower interest. But in the main, recognizing the old principle that dower is a favorite of the law, CO. LITT. 1246, the tendency of the modern cases is in support of the principal case.

INSURANCE—DUTY OF INSURED TO DISCLOSE AFTER APPLICATION FILED.—Insured applied to defendant company for a life insurance policy and agreed that answers to its medical examiner, by whom he was examined, should be the basis of and consideration for the contract. Three days later he was examined by the examiner of another company and found to be suffering from Bright's disease. He made arrangements for treatment, but did not disclose his condition to defendant company, whose local agent, about a month later, delivered his policy to him, just before receiving a telegram ordering that the policy be not delivered, as the insurer had learned of the results of the second examination through the second physician. Insured died five months after receiving the policy. The company appeals from verdict in favor of beneficiary. *Held*, that although being told after applying for insurance that he was suffering from Bright's disease he was not bound to inform the insurer unless he believed the information to be true. But the facts show a later microscopic examination and treatment and this amounts to intentional concealment of a material fact, and avoids the policy. *United States Annuity & Life Ins. Co.* v. *Peak*, (Ark. 1916) 182 S. W. 565.

The authorities, almost without exception, hold to the doctrine that an applicant for insurance must use due and reasonable diligence to disclose all facts affecting the risk which arise after the application has been made and before the contract is consummated by delivery. *M'Lanahan* v. *Universal Ins. Co.*, 1 Pet. 170; *Piedmont & A. L. Ins. Co.* v. *Ewing*, 92 U. S. 377; *Equitable Life Assur. Soc.* v. *McElroy*, 83 Fed. 631; *Whitley* v. *Piedmont A. & L. Ins. Co.*, 71 N. C. 480; *Thompson* v. *Travellers' Ins. Co.*, 13 N. D. 444; *Blumer* v. *Phoenix Ins. Co.*, 45 Wis. 622; *Harris* v. *Security Mut. Life Ins. Co.*, 130 Tenn. 325. The basis for the rule is stated in the *M'Lanahan* case in that a life insurance contract is a contract uberrimae fidei, and the duty to disclose arises immediately after the learning of the change in the status of the risk,

and would seem to require disclosure to the insurer even if the insured doubted the truth of the change, as even the possibility of the change affects the desirability of the risk to the insurer. The doctrine has been modified to some extent where the applicant has qualified his statements or warranties by the words "to the best of my knowledge and belief." When such is the fact the applicant is not required to notify the insurer unless he is sure of the truth of the change in the nature of the risk, or of a misrepresentation made in his statements. See note 42 L. R. A. N. S. 431. However, in the principal case, there are no qualifications, and it seems as if the court has applied the reasoning of the modified rule without the necessary facts to base that doctrine upon.

INSURANCE—WAIVER OF DEFENSE.—Insured died in 1897, and in 1914, plaintiff, wife of insured, opened negotiations with insurer, informing of the death and asking the status of the policy. Insurer replied stating that its record showed the policy to be forfeited for non-payment of a premium due in 1894. Plaintiff answered claiming death within three years so that a certain portion of the policy was payable. Insurer then forwarded blank proofs of death, but stated that the company waived no defenses. Plaintiff expended some money in preparing the proofs of death, and brought suit after insurer refused to honor the policy. *Held,* that the insurer waived not only the right to insist on the proofs of death within ninety days from the death, but also the defense of the statute of limitations, and judgment for the plaintiff. *Shearlock* v. *Mut. Life Ins. Co.,* (Mo. 1916) 182 S. W. 89.

The waiver of the two defenses is based on the request for submission of the proofs of death, and is merely the application of a doctrine universally followed as to the failure to submit the proofs within the prescribed time, but new as to the second defense. 4 COOLEY, INS., 3993; *De Farconnet* v. *West Assur. Co.,* 122 Fed. 448; *Covenant Mut. Life Ass'n* v. *Baughman,* 73 Ill. App. 544; *Bowen* v. *Preferred Acc. Ins. Co.,* 81 N. Y. Supp. 840. But since the waiver is made after the time limit has expired, the facts constituting the waiver must contain the element of estoppel. *Chandler* v. *Ins. Co.,* 180 Mo. App. 394; *Walker* v. *Knights of Maccabees,* 177 Mo. App. 50; *Hollis* v. *State Ins. Co.,* 65 Iowa 454. The *Hollis* case says that the facts need not be such that present a case of technical estoppel, and the court holds in the principal case that the expense gone to by the plaintiff in filing the proofs of death supplies this necessary element. The general statement that no defenses would be waived is held to be insufficient—there must be a specified statement not only of the refusal to waive, but also of the defenses. *Marthinson* v. *Ins. Co.,* 64 Mich. 372; *Corson* v. *Ins. Co.,* 113 Iowa 641; *Home Ins. Co.* v. *Kennedy,* 47 Neb. 138.

INSURANCE—WAIVER OF DEFENSE.—Plaintiff insured a stock of merchandise with the defendant company, the policy containing an "iron safe" clause which the plaintiff violated. The property was destroyed by fire and plaintiff demanded payment, which was refused on the ground of the non-payment of the last premium. Action was commenced and at the trial the defendant was